

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **MAURICE BASIL**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

- and -

MAURICE BASIL

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of seven hundred six dollars and forty five cents (\$706.45).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs of repair and cleaning in the amount of two hundred fifty six dollars and seventy cents (\$256.70).

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of March, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **MAURICE BASIL**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

-and-

MAURICE BASIL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 28, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Krista Cooper, representing the applicant

Date of Decision: February 28, 2006

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises. The respondent failed to appear at the hearing and the hearing was held in his absence.

The tenancy agreement between the parties was terminated on January 10, 2006 when the respondent vacated the rental premises. The applicant inspected the premises and completed an inspection report and statement of the security deposit which were provided in evidence. The applicant deducted cleaning and repair costs of \$735.09 and rent arrears of \$706.45 from the security deposit and accrued interest of \$478.39, leaving a balance owing to the applicant of \$963.15.

I find the deductions for repairs and cleaning to be reasonable and find the statement of deposit in order. Applying the deposit first to cleaning and repairs, I find rent arrears of \$706.45 and a balance of cleaning and repair charges of \$256.70.

An order shall issue requiring the respondent to pay the applicant rent arrears and repair and cleaning costs in the total amount of \$963.15.

Hal Logsdon
Rental Officer